

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

JOHN HENRY FAULK

V.

ALPA PRODUCTIONS
PAT THOMPSON
LINCOLN CARL AND
MARK LANE

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CIVIL NO. CA 3-76-1671-D

PLAINTIFF'S ORIGINAL COMPLAINT

NOW COMES JOHN HENRY FAULK, hereinafter styled Plaintiff, and makes this his original complaint complaining of Alpa Productions, Pat Thompson, Lincoln Carl and Mark Lane, hereinafter styled Defendants, and, as grounds therefore would show the Court as follows:

I

Plaintiff is a resident of the State of Texas. Defendant Alpa Productions is a business whose legal status is unknown to Plaintiff, but which is a resident of the State of Tennessee. Defendants Thompson and Carl are residents of Tennessee. Defendant ^{Lane} is a resident of either Tennessee or the State of New York. Diversity of citizenship between Plaintiff and all Defendants exists.

II

The amount in controversy herein exceeds the sum of ten thousand dollars (\$10,000.00). Jurisdiction of this Court is invoked pursuant to 28 USC §1331.

III

Plaintiff is a radio-tv personality whose name has become well known throughout the United States as a lecturer and after-dinner speaker and, in recent years, by virtue of the movie Fear On Trial which was based upon Plaintiff's own book of the same name about certain experiences of Plaintiff. Plaintiff makes his living by such appearances at banquets and meetings, on radio and television broadcasts and in films.

IV

Defendants Thompson, Carl and Lane are individuals and Defendant Alpa is a company owned by them. Defendants were producing a film about the assassination of President John Kennedy. Because they were aware of Plaintiff's reputation both as a media personality and as someone seriously interested in the Kennedy assassination, Defendants approached Plaintiff and requested that he appear in said film. Plaintiff was already booked for the weekend in question

on which Defendants wanted to shoot said film with Plaintiff. Plaintiff informed Defendants that he had a speaking engagement in Boston, Mass. for which he would receive the fee of fifteen hundred dollars (\$1500.00) and that he could not cancel said engagement without specific, particular compensation. After some negotiation it was agreed that Defendants would pay Plaintiff the sum of twenty-five hundred dollars (\$2500.00) and further assign him five per cent of the gross proceeds of said film in consideration for his cancelling his engagement and appearing in said film.

V

Plaintiff did appear in said film for Defendants and performed his duties under the contract. In return the Defendants gave Plaintiff a check in the sum of twenty-five hundred dollars (\$2500.00) as required by the contract, but the check was returned by the Defendants' bank because there were not sufficient funds on deposit to cover the same. When contacted originally about this matter Defendants agreed to make the check good, but failed to do so. A copy of the check is attached hereto as Exhibit A.

VI

To the day of this filing Defendants have not made the aforesaid check good and paid Plaintiff the twenty-five hundred dollars (\$2500.00), nor have they executed assignment of the percentage interest in the film as contracted. Additionally, Defendants have already used the film and raised funds with the same in an amount unknown to Plaintiff and have failed and refused to account for the same and transfer Plaintiff's interest to him. On 8 October 1976 Plaintiff made demand on Defendants that they make the check good and forward his stock in said film, a copy of said demand being attached hereto as Exhibit B and incorporated herein by reference. On 13 October 1976 Defendant again made demand for payment of the \$2500, a copy of which is attached hereto as Exhibit C and incorporated herein by reference. To date the only response to said demands was a telephone call the undersigned counsel promising payment of the \$2500 within one week which again was not done.

VII

Plaintiff has no adequate remedy at law to protect his interests in this matter. Defendants have collected monies on this film and are refusing to

account for the same and pay Plaintiff his proportionate share thereof. Plaintiff alleges on information and belief that his five per cent of the gross of the said film is worth a minimum of twenty thousand dollars (\$20,000) and could well exceed this figure by many times if the same has been or is sold for syndication. The current value of twenty thousand dollars is a reasonable estimate of the amount in controversy in view of the amount of money expended in making the said film and subsequent promotion thereof which included leasing of equipment, employment of crews, travel expenses, etc.

VIII

Plaintiff will be unable to collect the monies due him on said film unless this Court exercises its equity powers to enjoin the use of the said film and any disposal of the receipts therefrom until he has received an accounting, payment of his \$2500 initial payment and further payment of his five per cent gross interest. Defendants have already evidenced their refusal to comply with the terms of their agreement and intention to refuse all payment to Plaintiff by failing to make the \$2500 check good despite numerous promises and demands for payment. Defendants still refuse to recognize Plaintiff's interest in the said film and to pay the \$2500 check and this refusal evidences an intent to dispose of the receipts from said film and deny all payment of compensation and ownership interest to Plaintiff.

1.

Plaintiff prays that without notice restraining each and every defendant from:

1. Selling, transferring or otherwise encumbering the film made on the Kennedy assassination with Plaintiff;
2. Transferring the proceeds and receipts from said film in any manner including, but not limited to, paying of salaries or other compensation to themselves, or otherwise disposing of the proceeds and receipts from the use of said film in any manner;

pending hearing herein. Plaintiff further prays that upon said hearing the Court continue such restraining order as a preliminary injunction pending final hearing herein and that upon final hearing he have judgment against Defendants, jointly and severally, for \$2500 cash plus five per cent of the gross proceeds from said film and for such other relief, both in law and in equity, to which he may show himself entitled.

Respectfully submitted,

ROBERT M. JONES
555 Griffin Square, Suite 930
Dallas, Texas 75202
214-748-0287

Attorney for Plaintiff

ALPA PRODUCTIONS, INC.
1018 15TH AVE. S.
NASHVILLE, TENN. 37212


NOT PAID WHEN
NOT PAID WHEN

TO THE ORDER OF JOHN HENRY FALK

Two Thousand five hundred and no/100

\$ 2500.00

DOLLARS

 **First American** National Bank
Nashville, Tennessee
PLUS PARK OFFICE
Narration Fee, footnote

Returned to Non-Payee Because NSE Presented Twice

September 19 1976

87-1 640

Patricia M. Thompson

NASHVILLE, TENNESSEE

07-1 87-1

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